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UNITED STATES DISTRICT COURT FOR THE DISTRICT OF DELAWARE

*Robert V. Townes, IV v. TransUnion LLC and TrueLink, Inc.*  
Case No. 04-1488

**NOTICE OF SETTLEMENT OF CLASS ACTION,  
FAIRNESS HEARING AND AUTHENTICATION PROCEDURE**

You may be eligible to receive a benefit from a class action settlement if you purchased and paid for a credit score or credit monitoring from a TransUnion or TrueLink website (truecredit.com, transunion.com, transunioncs.com, knowyourloanrate.com or freecreditprofile.com), between December 1, 1999 and \_\_\_\_\_ 2007.

*A Federal Court ordered this notice. This is not a solicitation from a lawyer. This is not a solicitation from TransUnion or TrueLink to purchase anything.*

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:		
YOUR RIGHT AND OPTIONS	WHAT THEY MEAN	DEADLINES
PARTICIPATE IN THE SETTLEMENT AND SUBMIT AN AUTHENTICATION FORM	In order to receive 3 months of TransUnion Credit Monitoring free, you must submit an Authentication Form either on-line or by mail. Authentication is a simple process to assure that TransUnion, TrueLink and class members' privacy rights are protected, and to assure that only class members receive the free TransUnion Credit Monitoring benefit. An Authentication Form may be obtained on-line at <a href="http://www.townessettlement.com">www.townessettlement.com</a> or by calling 1-800 _____.	Authentication Form must be submitted on-line or postmarked no later than 75 days after the Effective Date.  To check on the Effective Date, visit <a href="http://www.townessettlement.com">www.townessettlement.com</a> or call 1-800-_____. Do not contact the Court.
EXCLUDE YOURSELF FROM THE SETTLEMENT	If you exclude yourself, you will not be eligible for any settlement benefit. This is the only option that allows you to bring your own lawsuit against TransUnion or TrueLink over the claims in this case.	Requests for Exclusion must be mailed to the Settlement Administrator and postmarked on or before August 27, 2007.
OBJECT OR COMMENT ON THE SETTLEMENT AND/OR ATTEND THE HEARING	Write the Court and the Parties about why you do, or do not, support the Settlement or any of its provisions. Ask to speak to the Court about the fairness of the Settlement.	Objections to the Settlement or requests to speak at the Hearing must be filed with the Court and served on Counsel for the parties on or before August 20, 2007.
DO NOTHING	You will automatically be included in the Settlement Class and give up your right to be part of any other lawsuit about the claims in this case, but you will not be eligible to receive the economic relief unless you submit an Authentication Form.	None

**I. THE LITIGATION:**

On December 1, 2004, Robert V. Townes, IV filed suit against TransUnion, LLC ("TransUnion") and TrueLink, Inc. ("TrueLink") in the United States District Court for the District of Delaware. Mr. Townes alleged that TransUnion and TrueLink had violated federal law (specifically, the Credit Repair Organizations Act ("CROA")) with respect to the marketing, sale and representations they made concerning certain credit score and credit monitoring Offerings sold by TransUnion and TrueLink (on their websites, truecredit.com, transunion.com, transunioncs.com, knowyourloanrate.com and freecreditprofile.com). Plaintiff alleged that TransUnion and TrueLink were credit repair organizations because they sold services for the express or implied purpose of improving a consumer's credit record, credit history or credit rating, and, failed to comply with the requirements of the CROA statute. Mr. Townes also alleged a claim under state law that

TransUnion and TrueLink were unjustly enriched by payments made for the offerings. Mr. Townes brought suit on his own behalf and on behalf of all consumers who purchased certain credit score and credit monitoring Offerings from TransUnion or TrueLink since December 1, 1999. Mr. Townes sought the recovery of damages and attorney's fees.

## II. THE DEFENDANTS' POSITION:

TransUnion and TrueLink (collectively called the "Defendants") deny all allegations of wrongdoing in this Litigation and contend that they complied with all applicable laws. Nevertheless, Defendants desire to settle the Litigation solely to avoid the burden, expense, risk and uncertainty of continuing the proceedings, and for the purpose of putting to rest the controversies at issue.

## III. PRELIMINARY RULING BY THE COURT AND NOTICE:

On \_\_\_\_\_, 2007, the Court entered a Hearing Order which preliminarily certified the Settlement Class for purposes of the Settlement and directed that this Notice of the proposed Settlement be sent to the Settlement Class. The purpose of this Notice is to advise you of your rights with respect to the proposed Settlement and that the Court will hold a Fairness Hearing on September 11, 2007 to determine whether to approve the Settlement.

This Notice is only a summary of the terms of the Settlement of the Litigation. The complete terms of the Settlement are set forth in a Stipulation of Settlement Between Lead Plaintiff and Defendants (the "Stipulation"), which is on file with the Court identified, and which also may be downloaded from the "Settlement Website" located at [www.townesettlement.com](http://www.townesettlement.com). In the event there is any conflict between this Notice and the Stipulation, the terms of the Stipulation shall control, because it and the orders of the Court are the official documents governing the Settlement.

## IV. SETTLEMENT CLASS AND CLASS COUNSEL:

The following Settlement Class has been conditionally certified. If you are a member of the Class described here, the proposed Settlement will affect your legal rights. Please read this Notice carefully.

All individuals, regardless of where they reside, who, between December 1, 1999 and \_\_\_\_\_, entered into an agreement with any of the Defendants to purchase any of the Offerings through Defendants' Websites, but did not later obtain a complete refund from any source, and received said Offering. "Settlement Class" or "Class," however, shall not include: (i) all judicial officers in the United States and their families through third degree of relationship; (ii) all officers, directors, employees or counsel of the Released Parties; (iii) all persons who have already settled or otherwise compromised their claims against the Defendants; (iv) all persons who Opt-Out; and (v) all persons who are named plaintiffs in any action pending against any of the Defendants on \_\_\_\_\_, where the claims asserted or recovery sought is encompassed by the Released Claims.

An Offering is defined as those products or services offered by TransUnion or TrueLink through the Defendants' Websites and purchased by consumers through the Defendants' Websites and are further identified as including one or more of the following: credit score, credit monitoring (offered at various times under one or more of the following names; TransUnion Credit Monitoring, TransUnion Credit Monitoring Unlimited, Credit Monitoring, Weekly Credit Alerts, Credit Watch, TransUnion Credit Alerts, 3-Bureau Credit Monitoring, Credit Inform, Credit Monitor, ID Fraud Watch, Free Credit Profile and Credit Monitoring Plus FICO Score); Debt Analysis; Borrowing Power Analysis; and knowyourloanrate mortgage preparation kit (offered at various times as Mortgage Rate Wizard or Mortgage Rate Simulator).

The Court has appointed Pope, McGlamry, Kilpatrick, Morrison & Norwood LLP and Battle, Fleenor, Green, Winn & Clemmer LLP as Class Counsel.

## V. SETTLEMENT BENEFITS:

If the Court approves the proposed Settlement at the Fairness Hearing scheduled for September 11, 2007, the Defendants will provide the following benefits to the Settlement Class Members:

### A. CHANGES DEFENDANTS WILL MAKE TO THE OFFERINGS AND ASSOCIATED LITERATURE:

Defendants will make certain changes to the Offerings and to "Associated Literature." Associated Literature includes all marketing and advertising used in connection with the Offerings, including radio, television, print, and internet banner advertisements, email campaigns, newsletters, marketing and advertising statements contained in Defendants' websites, internet keyword purchases/auctions, metatag embedment, and search engine optimization. Defendants agree to implement the following changes within 60 days after the Effective Date:

1. Defendants agree that their Offerings and Associated Literature will not use the following terms: "improve," "enhance," "boost," "raise" and "increase" in the same phrase as the term "score" or "rating;" however, an exception will be allowed when discussing hypothetical examples of how actions may affect a score in any score simulation tool;

2. Defendants agree that their Offerings and Associated Literature will not use the phrases "credit repair," "credit rebuilding," "credit fix," "repair your credit," "fix your credit" or combinations of those words; provided however, that the Defendants may use such terms in the disclaimer described in Paragraph 5 below and are not inhibited from communicating a consumer's rights under the FCRA, FACTA or equivalent state statutes;

3. Defendants agree that their Offerings and Associated Literature will not use the terms "advice," "tips," "suggestions" and "instructions" in the same phrase as the terms "improving," "enhancing," "boosting," "raising" and "increasing" a credit score or credit rating;

4. Defendants agree that their Offerings and Associated Literature that refer to a score simulation tool and any features thereof will add an explanation regarding the general nature of the simulated score associated with a score simulation tool, and will not suggest that the simulated score is "always" (or its equivalent) predictive of one's actual score;

5. A disclaimer that Defendants are not credit repair organizations, or similarly regulated organizations under other applicable laws, and do not provide credit repair advice, shall be prominently displayed in the Service Agreement in all capital letters and within the first three (3) paragraphs under the "General Terms" heading of the Service Agreement;

6. A disclaimer explaining the Defendants' credit monitoring Offerings monitor only the credit file associated with the purchasing consumer, and do not monitor, compare or cross-reference the credit file associated with the purchasing consumer to any other credit file(s) maintained by the applicable credit bureau(s), shall be (i) prominently displayed in the Service Agreement in all capital letters and within the first three (3) paragraphs under the "General Terms" heading of the Service Agreement, and (ii) displayed on the page of the Defendants' Websites containing the Fighting Identity Theft Worksheet, to the extent any such page exists as of March 1, 2007; and

7. TransUnion agrees to maintain a link to [www.annualcreditreport.com](http://www.annualcreditreport.com) on the [www.transunion.com](http://www.transunion.com) website.

The Parties will request that the Court find that upon implementation of the changes described above, none of the Defendants will fall within the statutory definition of a "credit repair organization" contained in 15 U.S.C. § 1679a or the equivalent term defined in a substantially similar manner contained in a State CROA Statute.

#### **B. BENEFITS THAT DEFENDANTS WILL PROVIDE TO THE SETTLEMENT CLASS:**

Under the Settlement, a Class Member who purchased an Offering from the Defendants is eligible to receive 3 free months of TransUnion Credit Monitoring from the Defendants. **THERE ARE NO PREREQUISITES TO RECEIVING YOUR FREE TRANSUNION CREDIT MONITORING. YOU WILL NOT HAVE TO PURCHASE ANYTHING OR PROVIDE CREDIT CARD INFORMATION. THESE MONTHS OF TRANSUNION CREDIT MONITORING COME WITH NO STRINGS ATTACHED. IF YOU ARE A CLASS MEMBER AND WISH TO RECEIVE THESE BENEFITS, YOU MUST TIMELY SUBMIT AN AUTHENTICATION FORM TO THE SETTLEMENT ADMINISTRATOR AS DESCRIBED BELOW. TransUnion Credit Monitoring is offered for sale by TransUnion and TrueLink. It monitors a consumer's TransUnion credit file, and provides unlimited access to your credit report and score. The current retail value of TransUnion Credit Monitoring is \$9.95 per month.**



**1. OBTAIN AN AUTHENTICATION FORM**

If you are a Class Member and you wish to receive free TransUnion Credit Monitoring under this Settlement, you need only complete and submit an Authentication Form. This Authentication Form is necessary to assure that Class Members' privacy rights are protected and to assure that only class members receive the free TransUnion Credit Monitoring. The Authentication Form is available at the Settlement Website at [www.townessettlement.com](http://www.townessettlement.com). An Authentication Form may also be requested by calling the Settlement Administrator at 1-800-\_\_\_\_\_ or by sending a written request to the Settlement Administrator at Townes Settlement, c/o The Garden City Group, Inc., P.O. Box 9114, Dublin, OH 43017-4114.

**2. DEADLINE FOR SUBMISSION OF THE AUTHENTICATION FORM**

The Authentication Form may be completed and submitted On-Line at the Settlement Website at [www.townessettlement.com](http://www.townessettlement.com). The Authentication Form may also be mailed to the Settlement Administrator at Townes Settlement, c/o The Garden City Group, Inc., P.O. Box 9114, Dublin, OH 43017-4114. The Authentication Form must be submitted (or, if mailed, postmarked) not later than 75 days after the Effective Date.

The deadline for submission of the Authentication Form is 75 days after the Effective Date. The Effective Date is the date when the settlement will become completely final, all appeals have been resolved, and no one will have a right to seek further appeals of the Settlement. You can visit the Settlement Website at [www.townessettlement.com](http://www.townessettlement.com) to check on the progress of the Settlement and the Effective Date.

**3. DISTRIBUTION OF FREE TRANSUNION CREDIT MONITORING**

You will receive 3 months of free TransUnion Credit Monitoring only if the Court approves the proposed Settlement following the Fairness Hearing on September 11, 2007 and if you timely submit an Authentication Form.

If the Settlement is approved by the Court, you will receive a Benefit Code via email. If your email changes, you must provide the Settlement Administrator with your updated email address, otherwise you may not receive the Benefit Code. You will be able to use this Benefit Code at the Defendants' website in order to obtain your free TransUnion Credit Monitoring. Distribution of the Benefit Codes will begin approximately 90 days after the Effective Date and may be staggered over a period of time not to exceed 6 months. You may check the Settlement Website at [www.townessettlement.com](http://www.townessettlement.com) for updates on the Settlement and distribution of the Benefit Codes.

**4. AUTHENTICATION FORM ASSISTANCE**

You may obtain an Authentication Form by sending a written request to the Settlement Administrator, Townes Settlement, c/o The Garden City Group, Inc., P.O. Box 9114, Dublin, OH 43017-4114 or by accessing the website [www.townessettlement.com](http://www.townessettlement.com). You also may call the Settlement Administrator at 1-800-\_\_\_\_\_ between the hours of 9:00 a.m. and 8:00 p.m. Monday through Friday Eastern time to obtain an Authentication Form or to request assistance in filling it out. However, you cannot submit the Authentication Form over the telephone, and must still submit your Authentication Form on-line or by mail by the deadline.

**VI. ATTORNEYS' FEES, EXPENSES AND INCENTIVE AWARD:**

Counsel for the Settlement Class have pursued the Litigation on a contingent basis and have paid all the costs of the Litigation. These lawyers have not yet been paid or recovered any of their expenses. As part of the Settlement, Class Counsel will seek up to \$1.3 million in attorneys' fees and expenses. The Court will determine a reasonable fee and expense award at the Fairness Hearing based on Class Counsel's Fee and Expense Application and responses thereto. Defendants will not oppose Class Counsel's Fee and Expense Application. Class Counsel will also ask the Court to approve a \$7,500 Incentive Award to Plaintiff Robbie Townes. None of these payments will reduce the benefits you receive. Any money the Court awards Class Counsel and the Plaintiff will be paid by the Defendants.

**VII. RESULT IF COURT APPROVES THE SETTLEMENT:**

If the Court approves the proposed Settlement, it will dismiss the Litigation and the Defendants will provide the benefits described above to the Settlement Class members who have not excluded themselves from the Class.

Unless you exclude yourself, your rights will be affected. In general terms, the Court's Final Judgment will provide that any Class Member who does not exclude himself from the Settlement will be forever barred from suing TransUnion, TrueLink and any company that is a subsidiary, parent, or corporate affiliate of TransUnion or TrueLink based on the offering, marketing, sale, purchase, delivery, or use of, or representations and advertisements concerning, the Offerings purchased during the applicable class period (12/1/1999 - \_\_/2007), except claims under the Fair Credit Reporting Act, 15 U.S.C. § 1681, *et. seq.* ("FCRA"). You will also be releasing any such claims you may have against TransUnion's and TrueLink's Contractual Associates that receive and acknowledge receipt of the request to make the changes described in paragraph V.A. above. Contractual Associates means any entity which (1) posts a link to a Defendant's Website on its website and receives a commission (or other compensation) for driving traffic to the Defendant's Website; (2) advertises, promotes, markets, provides, and/or sells any Offering; or (3) offers a private label or co-branded version of any of Defendants' Offerings.

The precise terms of the dismissal and release are set forth in Section 2.20 and 2.21 of the Stipulation of Settlement Between Lead Plaintiff and Defendants. If you have any questions about the scope of the release, you should visit [www.townessettlement.com](http://www.townessettlement.com) for more information, or consult a lawyer.

#### **VIII. YOUR OPTIONS:**

If you are a member of the Settlement Class, you have the following options:

**A. PARTICIPATE IN THE SETTLEMENT:** IF YOU AGREE WITH THE PROPOSED SETTLEMENT, AND WISH TO RECEIVE THE FREE TRANSUNION CREDIT MONITORING, YOU MUST TIMELY SUBMIT AN AUTHENTICATION FORM TO THE SETTLEMENT ADMINISTRATOR AS DESCRIBED ABOVE. If the Court approves the Settlement, you will receive all the benefits to which you are entitled. You will also release all claims arising from the Offerings you may have against TransUnion and TrueLink. Although not required to do so, if you wish to comment in favor of the Settlement, you may send your comment to the Settlement Administrator at Townes Settlement, c/o The Garden City Group, Inc., P.O. Box 9114, Dublin, OH 43017-4114.

**B. REQUEST TO BE EXCLUDED:** If you wish to be individually excluded from the Settlement Class, the Settlement Administrator must receive a letter or postcard from you that is postmarked on or before August 27, 2007. Exclusions can only be filed individually – not on behalf of a group or class. Your mailing must include your name, address, last 4 digits of your Social Security Number, email address and telephone number; and an unambiguous statement that you wish to be excluded from the Settlement Class. You must send your request to the Settlement Administrator at Townes Settlement, c/o The Garden City Group, Inc., P.O. Box 9114, Dublin, OH 43017-4114. If you do not submit a clear request for exclusion to the proper location or if you do not do so timely, you will be bound by the Settlement Agreement and your claims will be released. If you validly and timely request exclusion from the Settlement Class, you will not be bound by the Final Judgment, and you will not be precluded from instituting or prosecuting any individual claim you otherwise have against the Defendants.

**C. OBJECT TO THE SETTLEMENT:** If you are a member of the Settlement Class and you do not request to be excluded, you may object to the terms of the settlement, to Class Counsel's request for attorneys' fees and expenses, or to the Plaintiffs' Incentive Awards. If you object and the Settlement is approved, you will be barred from bringing your own lawsuit, and you will be bound by the Final Judgment and release and all Orders entered by the Court. You may, but need not, enter an appearance through counsel of your choice. If you do, you will be responsible for your own attorneys' fees and expenses. If you object to the settlement, you must, on or before August 20, 2007: (1) file with the Clerk of the United States District Court for the District of Delaware, and (2) serve upon C. Neal Pope, Pope, McGlamry, Kilpatrick, Morrison & Norwood, 1111 Bay Avenue, Suite 450, Columbus, GA 31901 (Class Counsel); and Michael O'Neil, DLA Piper US LLP, 203 North LaSalle Street, Suite 1900, Chicago, IL 60601 (counsel for TransUnion and TrueLink) a written objection including: (a) your full name, address and telephone number, (b) the Offering(s) you purchased, the Defendant(s) from which you purchased the Offering(s) and the approximate date(s) of purchase, (c) a written statement of all grounds for the objection accompanied by any legal support for your objection, (d) copies of any papers, briefs, or other documents upon which the objection is based, (e) a list of all persons who will be called to testify in support of the objection, (f) a statement of whether you intend to appear at the Fairness Hearing; (g) a list of other cases in which you or your counsel have appeared either as settlement objectors or as counsel for objectors in the preceding five (5) years, and (h) your signature, even if you are also represented by counsel. If you intend to appear at the Fairness Hearing through counsel, the objection must also state the identity of all attorneys representing you who will appear at the Fairness Hearing. Class members who do not timely make their objections in this matter will waive all objections and shall not be heard or have the right to appeal approval of the Settlement.

D. **Do Nothing:** You will automatically be included in the Settlement Class and give up your right to be part of any other lawsuit regarding the Offerings, and you will not be eligible to receive the economic relief unless you submit an Authentication Form.

**IX. FAIRNESS HEARING:**

A hearing will be held before the United States District Court of the District of Delaware, J. Caleb Boggs Federal Building, 844 N. King Street, Wilmington, Delaware 19801 in Courtroom \_\_\_\_\_, on September 11, 2007 at 2:30 p.m. At the hearing, the Court will decide class certification and whether the proposed Settlement is fair, reasonable and adequate and should be approved and, if so, determine what amount of fees and expenses should be awarded to Class Counsel, and what Incentive Awards should be given to the Plaintiffs. The time, date and location of this hearing may be changed by the Court without further notice to you. If you plan to attend the hearing, you should confirm its time, date, and location before making any plans. Information about the hearing date will be posted on the Settlement Website at [www.townessettlement.com](http://www.townessettlement.com).

**X. ADDITIONAL INFORMATION:**

Additional information may be obtained (1) at the Settlement Website at [www.townessettlement.com](http://www.townessettlement.com), (2) by calling the Settlement Administrator at 1-800-\_\_\_\_\_ between the hours of 9:00 a.m. and 8:00 p.m. Monday through Friday Eastern time or (3) by sending correspondence to the Settlement Administrator at Townes Settlement, c/o The Garden City Group, Inc., P.O. Box 9114, Dublin, OH 43017-4114. You may also contact Class Counsel, whose contact information is available at [www.townessettlement.com](http://www.townessettlement.com). PLEASE DO NOT TELEPHONE THE COURT OR THE CLERK.

This Notice is not an expression of any opinion by the Court as to the merits of any claims or defenses asserted by the parties in the Litigation.

BY ORDER OF THE COURT

The Honorable Joseph J. Farnan, Jr.  
United States District Court for the District of Delaware

Dated: \_\_\_\_\_